



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to enter into contract with Moore, Iacofano, & Goltsman Inc. (MIG) to prepare guidelines for Transit Oriented Development

MEETING DATE: August 15, 2007

PREPARED BY: Randy Hatch, Community Development Director

RECOMMENDED ACTION: Authorize City Manager to enter into contract with Moore, Iacofano, & Goltsman Inc. (MIG) to prepare guidelines for Transit Oriented Development (TOD) in the amount of \$84,435.

BACKGROUND INFORMATION: The City of Lodi received a Community Based Transportation Planning grant from the California Department of Transportation in the amount of \$75,000 with an in-kind contribution of \$9,250 and a fiscal contribution of \$9,500 from street funds and San Joaquin County Measure K Funds for a Transit Oriented Development Plan. This money has been awarded to the City of Lodi to perform a planning study to encourage Transit Oriented Development.

The objective of this project is to provide transit oriented design guidelines that will encourage development that enhances the Lodi community by providing mixed-use development within and next to the existing commercial areas adjacent to public transit in downtown Lodi. The mixture of housing, employment, retail and services will generate human traffic and activity throughout the day, making the area safer and increasing options for consumers and transit users. The City seeks to identify possible assets and opportunities, target constraints, and develop a vision for TOD and how it can shape downtown. Specific development opportunity sites will be identified. A package of detailed development standards and design guidelines will be prepared along with preliminary building prototypes for the selected opportunity sites. In response to this request, and as part of good management practices, the Community Development Department prepared and distributed a Request For Proposals (RFP) to qualified urban design consultants which was authorized by the City Council at its November 1, 2006 meeting.

ANALYSIS: The Community Development Department sent the Request for Proposals (RFP) to fourteen firms. Five firms responded with proposals. After reviewing the five proposals, it was determined that Moore, Iacofano, & Goltsman Inc. (MIG) is the most qualified firm to complete the design guideline. The five firms in order of qualifications are as follows:

1. MIG

Contract price - \$84,435

Project completion date – Complete final design guideline within 12 months.

2. Desian. Community & Environment

APPROVED: _____

 Blair King, City Manager

Contract price - \$83,452

Project completion date – Complete final design guideline within 12 months,

3. RRM Design Group

Contract price - \$83,700

Project completion date – Complete final design guideline within 9 months.

4. Carter Burgess

Contract price - \$83,455

Project completion date – Complete final design guideline within 12 months.

5. Lumos & Associates

Contract price - \$75,706

Project completion date – Complete final design guideline within 12 months.

Staff reviewed and analyzed all of the proposals and ranked them based on a 100-point system. The proposals were scored based on the consultants' budget, timeline, deliverables, relevant experience, recent and relevant working experience with the City, caliber of project team and their approach towards the completion of the final design guideline. Staffs recommendation to award the contract to MIG is based on their overall score of 90. Their scope and budget is attached. The list of consultants and their overall score are listed on the table below.

Grading Criteria
Possible Points

Recent & Relevant
working experience
with City

RRM								
Carter Burgess	3	4	4	15	0	5	5	36
Lumos and Assoc	5	4	3	5	0	5	5	27

Budget – Consultants bid to **complete** the final design guidelines were expected to come in at the budgeted amount, based on the monies available to complete the work. Therefore the budget was not a major factor. Based on the Grant and matching funds, the City anticipates spending \$93,250 on the design guideline.

Timeline – The amount of time the consultants will take to complete the final design guideline. The City anticipated completing the process in approximately 12 months therefore, exceeding that expectation was a minor consideration.

Deliverables – The amount and quality of visual aide used in the final design guideline including but not limited to GIS files, computer and freehand generated renderings, conceptual designs, tables, charts, conceptual elevations, photos, etc.

Relevant Experience – Consultants experience and history with similar project in other cities. This was the most important factor because relevant experience in Transit Oriented Design will determine the consultant's ability to create guidelines that are appropriate and scalable for the area. Staff looked for examples of work not only by the firm but by the individuals named on the project team.

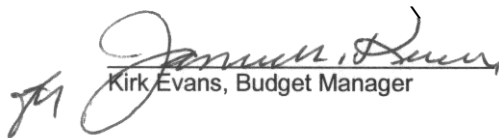
Recent & relevant working experience with the City of Lodi – Consultants prior experience working with the City on other projects as well as demonstrating their understanding of the City's strengths and weaknesses related to the creation of TOD Guidelines in the specified corridor, the Multi Modal Station, and the downtown. Having worked on other plans in the City similar in scope and content was given consideration in this evaluation.

Caliber of Project Team – Qualifications of consultant team and their sub-consultants was the focus of this evaluation. Staff considered education, relevant experience, longevity with firm, and strength of sub-consultants if any.

Approach – The degree to which the consultant's methodology is consistent with the City's direction in the Request for Proposal was the focus of this evaluation. Staff was looking for the consultant to do independent research in addition to reviewing the RFP in an effort to craft the most appropriate approach for this project.

FISCAL IMPACT: The City was approved by the California Dept. of Transportation for a grant in the amount of \$75,000 with an in-kind contribution of \$9,250 and a fiscal contribution of \$9,500 from street funds and San Joaquin County Measure K Funds. It is staffs intent that the in-kind match be staff time and overhead with minimal cash contributions toward this project. The minimal cash contributions toward this project above the \$75,000 grant, includes food for working lunches and community workshops. Any anticipated improvements suggested by this document will be subject to consideration and funding at a future time.

FUNDING AVAILABLE: Funding for the design guideline is provided by a transportation planning grant from the California Department of Transportation in the amount of \$75,000 with an in kind contribution of \$9,250 and a fiscal contribution of \$9,500 from street funds and San Joaquin County Measure K Funds.


Kirk Evans, Budget Manager


Randy Hatch
Community Development Director

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of **DATE**, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MOORE IACOFANO GOLTSMAN, INC., a California corporation (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of Fee Proposal, attached hereto as a Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of CITY shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Randy Hatch, Community Development Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: Moore Iacofano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of Services.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for the convenience of the parties hereto only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or

completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

MOORE IACOFANO GOLTSMAN. INC.
A California corporation

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY 

By: _____

Scope of Services for the Downtown Lodi Transit Oriented Development Design Guideline Project

Revised 8/10/07

A transit-oriented environment **supports a range of transit modes**, including rail, buses, bicycles, private vehicles and pedestrians. Downtown Lodi benefits from an existing public transportation system that includes Amtrak, Altamont Commuter Express, the Grapeline bus, and other systems with convenient access to nearby destinations. Existing buildings Downtown and future projects can maximize this benefit by focusing on commuter, worker, and resident experience, creating a **well-designed public and built realm** and concentrating uses to **create a positive and attractive setting**.

Known as transit oriented development (TOD), this approach to community building is characterized by **compact, walkable, pedestrian-oriented development**. MIG is please to submit this scope of work to collaborate with members of the Lodi community and City staff to develop **recommendations and guidelines** to improve development character, the streetscape environment, and circulation within the project area. The following pages outline MIG's scope of work for this community design process.

Phase I: Inventory and Analysis of Existing Conditions

TASK 1: Staff Meeting #1: Project Kick-Off

MIG will meet with the City of Lodi staff to initiate the project, define project objectives, refine deliverables and the project schedule, and photo-document the project area. MIG and City staff will also identify a roster, meeting schedule and operating protocols for the project Steering Committee.

TASK 2: Site Analysis and Data Review

City staff will provide planning and policy documents relevant to the project area to MIG. MIG will review in order to understand the project context and history. City staff will produce base mapping of the project area incorporating the following layers of data:

- Political boundaries;
- Neighborhood boundaries;
- Parcels;
- Existing land uses;
- General Plan land use classifications and zoning designations;
- Water features;
- Parks and open spaces;
- Other public facilities;
- Building footprints;
- Building heights;
- Street centerlines; and
- Transit routes and stops.

City staff will perform this task with direction from MIG.

TASK 3: Economic Overview

In order to understand the economic fundamentals and foundation for the project area, EPS will conduct an overview level analysis of major economic factors. City staff will provide key documents related to the vitality and economic development of Downtown, including Downtown guidelines, surveys and other relevant material. This task also includes one focus group session (either in person or via conference call, organized by City staff) with staff, real estate brokers, developers and other stakeholders who can provide ground-truthing of area economics.

TASK 4: Existing Conditions Map Book

City staff will use data collected and reviewed in Task 3 to create a full-color 8.5" x 11" map book. Maps will graphically represent analysis of the project area and be accompanied by bulleted annotation describing key findings. The map book will be sent to MIG as one proof copy, a digital print-ready PDF and one native Illustrator file with all the existing conditions layers. Map book will include up to 15 maps, which may consist of:

- Regional Context;
- Sub-Regional Context;
- Project Area;
- Circulation;
- Transit Routes and Stops;
- Land Use;
- Public Facilities and Amenities;
- Environmental Resources;
- Pedestrian Environment;
- Vacant and Underutilized Parcels;
- Character-Defining Elements and Districts; and
- Parcel and Building Figure Grounds.

City staff will perform this task with direction from MIG.

TASK 5: Steering Committee Meeting #1 and Walking Tour

MIG will facilitate an initial Steering Committee meeting to discuss the key issues, opportunities and challenges affecting transit-oriented development in Lodi. MIG will lead a walking tour of the project area with staff and Committee members in order to observe and document current conditions. The map book prepared in Task 4 will be used as a guidebook for the tour.

TASK 6: Walking Tour Summary Memo

Following Steering Committee Meeting #1 and the walking tour, a brief written summary of conditions identified during the tour, initial assets and issues identified by staff and Steering Committee members, and updated maps will be prepared. *City staff will perform this task.*

Phase II: Vision, Assets, Opportunities and Constraints**TASK 7: Community Workshop: Define a Shared Vision**

MIG will work with City staff to plan, conduct and document an open Community Workshop. The focus of this meeting will be to identify assets, opportunities, constraints, and a shared vision for how transit oriented development can shape Downtown Lodi. The workshop can be held on a Saturday morning or in on a weeknight and should be scheduled for approximately three hours. City staff will be responsible for logistics regarding meeting location and refreshments.

Prior to the workshop, MIG will assist staff to develop an outreach strategy. MIG will design one flyer/invitation for the workshop, and City staff will be responsible for reproduction and distribution.

Based on the existing conditions assessment, MIG staff will develop a PowerPoint presentation and a series of maps and sketches to illustrate current conditions, and emerging issues and opportunities as materials for the workshop. Three MIG staff people will facilitate and graphically record the workshop.

TASK 8: Workshop Summary Memo

MIG will prepare a summary memo of Community Workshop #1, including a summary of oral comments, written comments and photo reductions of the wallgraphics. One draft copy of the report (in

Microsoft Word) will be submitted to staff for review, and one final copy of the report will be submitted for reproduction and distribution.

TASK 9: Staff Conference Call #1: Review Emerging Vision Statement and Design Principles

MIG will participate in a conference call with the City of Lodi staff to review key findings from the Community Workshop and identify key messages to include in the Vision Statement and Design Principles Memo. MIG and City staff will also identify potential sites for development opportunities and criteria with which to evaluate the sites.

TASK 10: Steering Committee Meeting #2: Review and Refine Vision Statement, Design Principles and Development Opportunities

City staff will facilitate a Steering Committee meeting to discuss and finalize the Vision Statement and Design Principles. The meeting will discuss potential development opportunity sites (identified in Task 9) and narrow the list to four key opportunity sites. *City staff will perform this task.*

TASK 11: Vision Statement, Design Principles and Development Opportunities Memo

MIG will prepare a memo that documents the final Vision Statement, Design Principles and Development Opportunity sites in the project area. One draft copy of the report (in Microsoft Word) will be submitted to staff for review, and one final copy of the report (as a PDF) will be submitted for reproduction and distribution.

Phase III: Plan Elements and Design Standards

TASK 12: Preliminary Design Concepts and Standards

Based on the existing conditions assessment, Vision Statement and Design Principles, MIG will develop preliminary design concepts and standards that will be used as tools to initiate discussion and feedback at upcoming staff and steering committee meetings.

Design concepts will highlight alternative configurations, uses, and circulation patterns that cover the entire project area. Concepts will also include preliminary alternative building prototypes for the four opportunity sites identified in Phase II. Standards will address topics such as building height, massing, setbacks, parking, landscaping, orientation, and materials.

TASK 13: Staff Meeting #2: Review Preliminary Design Concepts and Standards

Staff and MIG will review preliminary design concepts and standards, materials for presentation, and priorities for visualization.

TASK 14: Examination of Site Feasibility

EPS will review the preliminary design concepts and standards, evaluating their viability from the standpoint of overall market potential and development on specific sites. This task will provide a “reality check” for the potential development and growth of the area.

TASK 15: Visualization Tools

MIG will develop a set of visualization tools to illustrate the design concepts and standards. The exact techniques and areas will be defined with staff during Task 13, but the scope assumes:

- A color conceptual site plan for each opportunity site (up to four);
- A photo simulation of existing and proposed conditions at a key location; and
- Street sections, building elevations, and other illustrations needed to demonstrate the concepts.

TASK 16: Steering Committee Meeting #3: Review and Refine Design Concepts and Standards

MIG will facilitate a Steering Committee meeting to review and refine the Design Concepts and Standards. MIG will lead a discussion to review the concepts using the visualization tools prepare in Task 14.

TASK 17: Refined Design Concepts and Standards

Building upon the ideas and input from staff and Steering Committee feedback, MIG will refine the design concepts and standards, as well as the associated visualization tools.

Phase IV: Design Guideline Documentation and Adoption**TASK 18: Administrative Draft Design Guideline Package**

Integrating the input from the community, staff and Steering Committee, MIG will compile an administrative draft Design Guideline package that includes text, tables, and illustrations.

The Design Guideline package will address the existing conditions, vision, design principles, and recommendations regarding land use, development character and transportation and streetscape improvements for the project area. The plan will address issues of overall image and identity (including historic character), the pedestrian environment, appropriate infrastructure improvements, accessibility and security, and circulation.

The package will also provide detailed development standards and design guidelines for building and streetscape design. These standards will be illustrated to provide clear examples of appropriate development.

MIG will provide County staff with a digital file of the package as a PDF. However the graphic formatting of this draft will not be finalized until after staff reviews the content of the Administrative Draft.

TASK 19: Staff Conference Call #2: Review Administrative Draft

MIG will participate in a conference call with City staff to review the administrative draft comments. Staff will present consolidated edits to MIG for incorporation in the draft package.

TASK 20: Draft Design Guideline Package

Upon receipt of City staff's consolidated list of text and graphic edits, MIG will revise the Administrative Draft documents to reflect staff's input.

MIG will prepare a fully formatted, graphically rich and user friendly draft Design Guideline package for Steering Committee and public review.

TASK 21: Planning Commission Hearing

City staff will present the key Design Guideline elements and standards of the draft package to the Planning Commission. Members of the public should be encouraged to attend this presentation to provide comments before the package is finalized. Following the meeting, City staff will prepare a memo summarizing any edits the Planning Commission suggests as conditions of their recommendation.

City staff will perform this task.

TASK 22: City Council Hearing

MIG will present the key Design Guideline elements and standards of the draft package to the City Council. Members of the public should be encouraged to attend this presentation to provide comments before the package is finalized.

TASK 23: Final Design Guideline Package

Upon receipt of staff's consolidated list of text and graphic edits (which incorporate comments and conditions from the Steering Committee, the Planning Commission, and City Council), MIG will revise the draft to prepare the final Design Guideline package.

MIG will deliver five bound copies, one master reproducible copy, and a digital print file of the final package.

TASK 24: Ongoing Project Management

MIG will regularly consult with City staff in order to oversee workflow, review deliverables, prepare for project meetings, and manage budget expenditures to meet project objectives.

PRELIMINARY COST PROPOSAL



Downtown Lodi Transit-Oriented Development Design Guideline Project

Estimated Budget 8-9-07

		C. Beynon, Principal-in-Charge		A. Mei, Project Manager		M. Malhotra, Senior Urban Designer		Project Associate		Project Assistant		MIG Time Totals		EPS	TASK Subtotals
Staff person: Labor Rates:		Hours @	\$160	Hours @	\$85	Hours @	\$140	Hours @	\$85	Hours @	\$75				
Phase I: Inventory and Analysis of Existing Conditions															\$14,040
1	Staff Meeting #1: Project Kick-Off	4	\$640	8	\$680	8	\$1,120		\$0	4	\$300	24	\$2,740		
2	Site Analysis and Data Review	2	\$320	16	\$1,360	2	\$280	4	\$340		\$0	24	\$2,300		
3	Economic Overview	0	\$0	1	\$85					1	\$75	2	\$160	\$2,500	
4	Existing Conditions Map Book	2	\$320	8	\$680	2	\$280	4	\$340		\$0	16	\$1,620		
5	Steering Committee Meeting #1 and Walking Tour	6	\$960	8	\$680	8	\$1,120	16	\$1,360	8	\$600	46	\$4,720		
6	Walking Tour Summary Memo (City Staff task)	0	\$0	0	\$0		\$0	0	\$0		\$0	0	\$0		
Phase II: Vision, Assets, Opportunities and Constraints															\$9,175
7	Community Workshop: Define a Shared Vision	10	\$1,600	12	\$1,020		\$0	24	\$2,040	8	\$600	54	\$5,260		
8	Workshop Summary Memo	1	\$160	4	\$340		\$0	16	\$1,360	4	\$300	25	\$2,160		
9	Staff Conference Call #1: Review Emerging Vision Statement and Design Principles	2	\$320	3	\$255		\$0		\$0	0	\$0	5	\$575		
10	Steering Committee Meeting #2: Review and Refine Vision Statement, Design Principles and Development Opportunities (City Staff Task)	0	\$0	0	\$0		\$0	0	\$0	0	\$0	0	\$0		
11	Vision Statement, Design Principles and Development Opportunities Memo	1	\$160	4	\$340		\$0	8	\$680		\$0	13	\$1,180		
Phase III: Plan Elements and Design Standards															\$29,800
12	Preliminary Design Concepts and Standards	6	\$960	16	\$1,360	4	\$560	32	\$2,720		\$0	58	\$5,600		
13	Staff Meeting #2: Review Preliminary Design Concepts and Standards	4	\$640	8	\$680		\$0		\$0	4	\$300	16	\$1,620		
14	Examination of Site Feasibility	1	\$160	1	\$85								\$245	\$7,500	
15	Visualization Tools	4	\$640	8	\$680	4	\$560	75	\$6,375		\$0	91	\$8,255		
16	Steering Committee Meeting #3: Review and Refine Design	4	\$640	8	\$680		\$0	16	\$1,360	4	\$300	32	\$2,980		
17	Refined Design Concepts and Standards	2	\$320	8	\$680	4	\$560	24	\$2,040		\$0	38	\$3,600		
Phase IV: Design Guideline Documentation and Adoption															\$22,920
18	Administrative Draft Design Guideline Package	12	\$1,920	24	\$2,040	4	\$560	40	\$3,400		\$0	80	\$7,920		
19	Staff Conference Call #2: Review Administrative Draft	2	\$320	3	\$255		\$0		\$0		\$0	5	\$575		
20	Draft Design Guidelines Package	8	\$1,280	16	\$1,360	2	\$280	40	\$3,400		\$0	66	\$6,320		
21	Planning Commission Hearing (City Staff Task)	0	\$0	0	\$0		\$0		\$0	0	\$0	0	\$0		
22	City Council Hearing	4	\$640	6	\$510		\$0		\$0	1	\$75	11	\$1,225		
23	Final Design Guideline Project	2	\$320	8	\$680	2	\$280	16	\$1,360		\$0	28	\$2,640		
24	Ongoing Project Management	10	\$1,600	24	\$2,040		\$0		\$0	8	\$600	42	\$4,240		
MIG TOTAL		87	\$13,920	194	\$16,490	40	\$5,600	315	\$26,775	42	\$3,150	676	\$65,935		
EPS TOTAL														\$10,000	
DIRECT COSTS TOTAL															\$8,500
TOTAL ESTIMATED COSTS															\$84,435

Note: Additional services will be billed on a time and materials basis.

MIG will undertake no additional work without prior consent of the Client.

Direct costs include mileage associated with travel to meetings; hotels; delivery charges and mailings; large-scale color and b/w plots; wallgraphic reductions; meeting/graphic supplies; and phone.

* Rounded to the nearest dollar

RESOLUTION NO. 2007-173

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
MOORE IACOFANO GOLTSMAN, INC. TO PREPARE
GUIDELINES FOR TRANSIT ORIENTED DEVELOPMENT

=====

WHEREAS, the City is desirous to promote Transit Oriented Development around the multi-modal transit station: and

WHEREAS, the City received a Community-Based Transportation Planning grant from the California Department of Transportation in the amount of \$75,000 with an in-kind contribution of \$9,250 and a fiscal contribution of \$9,500; and

WHEREAS, the City's Community Development Department sent a request for proposals (RFP) to 14 planning firms and received 5 proposals, as shown below:

Lumos & Associates	\$75,706
Design, Community & Environment	\$83,452
Carter Burgess	\$83,455
RRM Design Group	\$83,700
Moore Iacofano Goltsman, Inc.,	\$84,435

WHEREAS, the proposals were reviewed and ranked by staff based on a 100-point system:
and

WHEREAS, the proposals were scored based on the consultants' budget, timeline, deliverables, relevant experience, recent and relevant working experience with the City, and caliber of project team and their approach toward the completion of the final design guideline; and

WHEREAS, based on the overall score of Moore Iacofano Goltsman, Inc. and it being the most responsive to the City evaluation criteria, staff recommends awarding the contract to Moore Iacofano Goltsman, Inc., in an amount not to exceed \$84,435.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is hereby authorized to execute a contract with Moore Iacofano Goltsman, Inc., to prepare guidelines for Transit Oriented Development in an amount not to exceed \$84,435; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to allocate \$9,500 from the Street Fund and San Joaquin County Measure K Fund for this project.

Dated: August 15, 2007

I hereby certify that Resolution No. 2007-173 was passed and adopted by the Lodi City Council in a regular meeting held August 15, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk